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I. INTRODUCTION

The United States does not have true codes. It has not had codes for so long that Americans do not think about the cost of not having them. We are simply accustomed to it. We do not realize that the lack of codes contributes significantly to the high cost of legal services in the United States. Karl Llewellyn colorfully wrote: "The bar has grown up with the causes as part of its natural environment, has adjusted to them as one adjusts to the pressure of the atmosphere, and would read with amazement that legal services could be performed at a level of charge materially lower . . . .[1]" More recently, less colorfully, and more troubling, the Organisation for Economic Co-operation and Development ("OECD") concluded: "At the heart of the most severe regulatory problems in the United States is the quality of primary legislation."[2]

The purpose of this Article is to bring readers' attention to the lack of a civil code in the United States and its cost for the American legal system. Part II addresses the lack of codes. Part III considers American alternatives to codes. Part IV looks at the history of civil codes. Part V reflects on the costs of no codes. Finally, an Annex graphically shows how many laws a contracts lawyer must consult.

II. NO CODES

For a century following adoption of their Constitution of 1787, Americans debated codification. In 1791, in Philadelphia, then the nation's capital, Americans launched "endeavors to improve the law by the legislature."[3] The Pennsylvania House of Representatives directed James Wilson, one of only six persons to have signed both the Declaration of

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1. Karl Llewellyn, *Bar's Troubles, and Poultices and Cures, The Unauthorized Practice of Law Controversy*, 5 LAW & CONTEMP. PROBS. 114, 117–18 (1938).

2. ORGANISATION FOR ECONOMIC CO-OPERATION & DEVELOPMENT, REGULATORY REFORM IN THE UNITED STATES 48 (1999).

3. Hugh Henry Breckenridge, *Some View of the Endeavors to Improve the Law by the Legislature*, *in* LAW MISCELLANIES 27 (1814).

Independence and the Constitution, to revise and digest the laws of that state. In beginning his work, Wilson explained to the legislature his intention to reduce statutes and common law "into a just and regular system." He would write codes as experiments in "justness and efficacy." His work would have "simplicity and plainness and precision." Since it would claim the "obedience" of all, it would be "at a level to the understanding of all."[4]

In the first hundred years, state codes were the topic of discussion; a national code was not considered. Then, in about 1887, Americans stopped talking of systematic codes. Instead, they debated *national* laws addressing particular problems. Today, these national laws take one of three principal forms: federal statutes, uniform laws, and restatements of law. I discuss these in Part III. With rare exception, these national laws are not codes, although some of them have a similarity to codes.

The United States is a country without a national civil code and practically without national codes. Private law (including the topics of this Article), contract law, commercial law, consumer law, and family law are principally composed of the law of the fifty separate states. State law, with the lone exception of Louisiana, is uncodified law. The relationship of state law to federal law is ad hoc.

Although there is no national *civil* code in the United States, arguably the Uniform Commercial Code ("UCC") is a national *commercial* code,[5] discussed below in Part III. Among the legislation governing contract, commercial, consumer, and family law, it is the only American candidate for *national* code status. Among the states, only Louisiana arguably has a *state civil code.*

Although true codes are rare or nonexistent in the United States, many American laws are called codes. The name is a vestige of the attempts to codify law. I briefly examine that history below in Part IV. Already in the 19th century, Europeans held the appellation of "code" to American laws to be a misnomer because American codes are not systems of law.[6] They are laws without logical order: compilations of statutes arranged in alphabetical order of subject matter groupings.[7] Within these

4. James Wilson to Speaker of the House of Representatives of the Commonwealth of Pennsylvania (August 24, 1791), *reprinted in* Bird Wilson, *Introduction* to 1 WORKS OF THE HONORABLE JAMES WILSON (1804), scholarly edition, 1 COLLECTED WORKS OF JAMES WILSON 418–22 (Kermit L. Hall & Mark David Hall eds., 2007). Although Wilson made a good beginning on his work, the legislature failed to fund him and he died seven years later with the task unfinished.

5. *See, e.g.*, William D. Hawkland, *Uniform Commercial "Code" Methodology*, 1962 U. ILL. L.F. 291, 293 (making that argument). *See also* William D. Hawkland, *The 23rd John M. Tucker, Jr., Lecture in Civil Law: The Uniform Commercial Code and the Civil Codes*, 56 LA. L. REV. 231 (1995) [hereinafter *Lecture*]. *Accord* Richard Buxbaum, *Is the Uniform Commercial Code a Code?*, *in* RECHTSREALISMUS, MULTIKULTURELLE GESELLSCHAFT UND HANDELSRECHT: KARL LLEWELLYN UND SEINE BEDEUTUNG HEUTE 197, 220 (1994) ("the UCC is indeed a code, of course within the American frame of reference").

6. *See, e.g.*, J.L. Tellkampf, *On Codification or the Systematizing of the Law*, *in* ESSAYS ON LAW REFORM, COMMERCIAL POLICY, BANKS, PENITENTIARIES, ETC. IN GREAT BRITAIN AND THE UNITED STATES 3 (1859).

7. For example, the *United States Code*, after setting out six initial "titles" related to government organization, goes alphabetically from Title 7 Agriculture to Title 50 War. Already in 1791, James

compilations, however, one can find individual laws, such as the UCC, which *might* qualify for code status outside the United States. Most of these possible codes are in public rather than in private law (e.g., criminal law and procedure).

Despite a dearth of true codes, there is no shortage of statutes in the United States. Today, American law principally takes the form of legislatively-adopted statutes. In day-to-day American life, statutes, more than precedents, prescribe what people shall do and proscribe what they shall not do. Statutes, and not court precedents, are the principal tool that Americans use to order society.

Most American statutes deal with some specific problem as it arises and do not seek comprehensive and systematic solutions. The result is a lot of laws, but little cohesion or "correlation" among them.[8] A leading German textbook on legislation says of American law that one cannot speak of a system of law in the way that a French or German jurist would.[9]

III. AMERICAN ALTERNATIVES TO CODES

A. In General

Although the United States does not have a national civil code, it does have laws of national applicability that provide some of the benefits of a national civil code. These laws take three forms: federal statutes, uniform state statutes, and "restatements" of law. In areas of private law, state law eclipses federal statutes. So in this part, I focus on state laws of national applicability (i.e., uniform state laws and restatements) and leave federal law to a brief discussion in Part IV.

1. Uniform State Laws

American uniform state laws are statutes like other statutes. What makes them distinctive is that they are proposed by an extra-governmental body (usually the Uniform Law Commission) with two goals: that they will be adopted by all state legislatures and that they will be adopted with the same, identical text.

The first goal is rarely fulfilled. Few proposed uniform laws have been adopted by all or nearly all of the states. Most have been adopted by ten or fewer states.[10] The premier success of the Uniform Commercial Code has been overshadowed by a colossal failure to update it for the digital age. In 2011, after nearly two decades of work on revisions, the American Law

Wilson found that for a digest, "an alphabetical order would be unnatural and unsatisfactory." Wilson, *supra* note 4, at 418.

8. The term is that of ERNST FREUND, STANDARDS OF AMERICAN LEGISLATION: AN ESTIMATE OF RESTRICTIVE AND CONSTRUCTIVE FACTORS 225 (1917).

9. HANS SCHNEIDER, GESETZGEBUNG, EIN LEHR- UND HANDBUCH § 19, margin no. 728, page 401 (3rd ed. 2002).

10. The ULC lists at its website how many states have adopted its various proposals. *See Legislative Report by State 2012*, UNIFORM LAW COMMISSION *available at* http://www.uniformlaws.org/shared/legreports/legrpt_.pdf (last visited Oct. 1, 2012)

Institute ("ALI") and the Uniform Law Commission ("ULC") abandoned their proposals. They could not get them enacted.[11]

The goal of uniformity of text among those few uniform laws that are adopted is more often achieved but with significant imperfections. Sometimes, the uniform laws themselves allow for variations. Other times, state legislatures introduce variations. Sometimes, variations arise because amendments to uniform laws are not concurrently adopted by all states; more than one version is in effect in different states. Perhaps the most serious of all imperfections in uniformity is that there is no provision for uniform interpretation of uniform laws. Each state's court system decides for itself what a uniform law means. No court sits above them all to interpret conclusively a uniform law's meaning. The United States Supreme Court is not such a court, since it has no competence to decide the meaning of state laws.

2. Restatements of the Law

Restatements of the law look like well-drafted statutes, or even like codes, but they are neither. Unlike uniform laws, they are not adopted by legislatures. As a result, they are not law and do not have the force of law. They are not addressed to the public as binding rules. Restatements are intended to "guide and aid" courts in their decisions of individual disputes.[12]

Yet restatements have a similarity to codes that sets them apart from compilations of precedents: they are meant to "scan an entire legal field and render it intelligible by a precise use of legal terms . . . ."[13] Restatements seek to distill the existing common law of all the states into one set of rational rules. Those rules are not binding; they are guides to follow, unless there is some reason not to follow them. For appellate courts, they are never binding. For lower courts, they are binding only if an appellate court adopts them as law binding judicial decisions. They are intended to be like common law. Where restatements are used, they permit a common law to continue—but instead of a state common law, a kind of common law of national applicability.

Restatements—if one seeks uniformity of law—are third-best solutions.[14] In any given case, they may or may not provide a governing rule. In any given case, all possibly applicable statutes must still be consulted.[15] Yet, they *were* an ingenious, albeit partial and imperfect solution, to a peculiarly American problem: fifty separate systems of similar but non-uniform private law. Significantly, restatements are largely confined to private law.

11. *See infra* Subpart D.

12. REPORT OF THE COMM. ON THE ESTABLISHMENT OF A PERMANENT ORG. FOR THE IMPROVEMENT OF THE LAW PROPOSING THE ESTABLISHMENT OF AN AM. LAW INST. (1923), *reprinted in* THE AMERICAN LAW INSTITUTE: SEVENTY-FIFTH ANNIVERSARY (1923–1998) 173, 198 (1998).

13. CAPTURING THE VOICE OF THE AMERICAN LAW INSTITUTE: A HANDBOOK FOR ALI REPORTERS AND THOSE WHO REVIEW THEIR WORK 5 (2005) [hereinafter CAPTURING THE VOICE].

14. First best is a single law; second best is a uniform law universally adopted.

15. *See, e.g.*, RESTATEMENT (SECOND) OF CONTRACTS § 8 (1981).

They have not been widely used for public law. There are no restatements of criminal law, administrative law, or procedural law.[16] Indeed, even in the private law area, they are not used in family law, where laws are not as similar as in other areas of private law.[17]

3. Common challenge: law reform

The American Law Institute and the Uniform Law Commission are both organizations dedicated to law reform. They share a common challenge: how to bring about law reform consistent with their non-political institutional roles. In the case of the ALI, the problem is inherent in the concept of restatement—a restatement is supposed to restate law common to the states and not to create new law. The ALI is an unelected body; it has no authority to make changes in public policy. Its authority and that of its restatements derive not from the ballot box, but from the Institute's "competence in drafting precise and internally consistent articulations of law."[18] Limited authority restricts the reforms that restatements can make: they are "necessarily modest and incremental, seamless extensions of the law as it presently exists."[19]

The problem for the Uniform Law Commission is analogous, but it is political rather than conceptual in origin. The Commission *could propose* far-reaching changes. But it could not count on all or even many state legislatures adopting them. Consequently, to get its uniform laws passed, it prefers to present the best among existing choices rather than to offer new departures. *Enactability* is a ULC guiding criterion.[20]

To continue their missions of law reform without compromise, both the American Law Institute and the Uniform Law Commission have added to their product lines a new offering: *model laws*. A model law makes no pretension of restating existing law, so it avoids the ALI's conceptual problem that restatements should not make major changes in law. Model laws may do that. Moreover, model laws make no claim to uniform and universal adoption, so they avoid the practical issues that afflict proposed uniform laws.[21]

The ALI alone has created a third type of product: *principles*. Principles state the law as the Institute thinks it "should be." The ALI uses principles when state law varies widely. It has in mind that it can create greater

16. The principal exception is the Restatement (Third) of Foreign Relations Law of the United States.

17. For further comparative reading on restatements, see J. Gordley, *European Codes and American Restatements: Some Difficulties,* 81 COLUM. L. REV. 140 (1981). For further reading on the relationship of restatements to codification, see Nathan M. Crystal, *Codification and the Rise of the Restatement Movement,* 54 WASH. L. REV. 239 (1979).

18. CAPTURING THE VOICE, *supra* note 13, at 5.

19. *Id.*

20. UNIF. LAW COMM'N, COMM. TO REVIEW THE ULC DRAFTING PROCESS, FINAL REPORT 16 (June 29, 2011), *available at* http://www.uniformlaws.org/Shared/Docs/ULC%20DPC/Tab%202.G.2_ULC%20_Final%20Report_062911.pdf [hereinafter FINAL REPORT].

21. For the ALI and model laws, see CAPTURING THE VOICE, *supra* note 13, at 10. For the ULC and model laws, FINAL REPORT, *supra* note 20, at 20.

predictability through principles sufficiently general that they attain widespread assent while leaving details to local decision.

4. Common concern: private legislatures without political power

Both the Uniform Law Commission and the American Law Institute are private bodies. The Commission consists of about three hundred commissioners chosen in various non-electoral ways by state governments. Commissioners do not represent state governments and are not politically responsible. The Institute consists of about three thousand private individuals chosen by ALI itself based on the nominees' professional achievements. They are responsible only to themselves.[22] This raises several problems. The most-recognized problem is the political legitimacy of their proposals, but other less noted problems follow from the remoteness between their proposals and political power.

a. Lack of democratic legitimacy of proposals

Legislation is normally subject to political compromise among democratically chosen legislators, but proposals for uniform laws, restatements, model laws, or principles do not share these characteristics. Ideally, the efforts of the ALI and the ULC are non-partisan, but when choices are difficult, it may not look that way. Drafting sessions are open to the public; the industries and individuals most concerned with the topic at issue are often represented. There is compromise, but comprise can consist of drafters acceding to the outspoken views of those participating. A perception of "capture" by those participating industries is common.

b. Lack of public institutional support in drafting

Drafters of restatements and of uniform laws act without public institutional support. They write their own laws almost in a vacuum, and do not review laws proposed by the government offices in whose competencies legislation falls. They forego the knowledge of the very institutions that should know best the existing laws and the problems they address. The support they do get is likely to come from those motivated by private interest (e.g., from trade associations, businesses, and private persons).

c. Lack of political investment in adoption

Once the ALI and the ULC propose new legislation, they have limited opportunity to bring about its enactment. In the case of restatements, this is inherent in the product's intended use only as a guide for judicial decision-making. In the cases of uniform and model laws, however, it is not a necessary characteristic of the products. Because neither state governments nor political parties participate in drafting, neither is invested in

22. The author is a member of the ALI. The views expressed here are his alone.

their enactment.[23] Yet state legislatures are the very institutions that must turn uniform and model laws into binding statutes.

B. Contents of Civil Code Counterparts

1. National "General Laws"—Restatements, Uniform Laws, & UN CISG

Although the United States has no national civil code, ALI Restatements combined with the Uniform Commercial Code provide something akin to a national law of contracts. There are no competing systems of contract law. Louisiana's Civil Code is a tolerated exception but is no competition. Much of that national contract law, other than the UCC and the United Nations Convention on the International Sale of Goods ("UN CISG"), is "soft" law. That is, it guides, but does not bind. This national law of contracts is formally state law (except for the little-used CISG) and leaves no place for the United States Supreme Court to interpret it.[24]

For contract law, because it is mostly default law, the lack of a national contract law is not felt acutely.[25] Parties that do not like the solution offered can choose the solution that they would prefer. Lack of national law is felt more acutely in the practice areas of consumer and family law, where more law is mandatory.

a. Restatements (ALI)

The most important of the restatements for contract law is the *Restatement of the Law Second Contracts* (1981). Other restatements addressing contracts are *Restatement of the Law Third Agency* (2006), *Restatement of the Law Third Restitution and Unjust Enrichment* (2011), and *Restatement of the Law Third Suretyship and Guaranty* (1996).[26]

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23. That the fragmentation of American governments and political parties would present a major hurdle is not addressed in this Article.

24. *Cf.* Erie R.R. Co. v. Tompkins, 304 U.S. 64 (1938), overruling *Swift v. Tyson* (1842), where the United States Supreme Court had authorized federal courts to create a federal commercial law independent of state law. Grant Gilmore asserted that it "worked extremely well in practice." GRANT GILMORE, THE DEATH OF CONTRACT 105 (2nd ed. 1995).

25. *See* John Honnold, *American Experience under the Sales Article of the Uniform Commercial Code, in Aspects of Comparative Commercial Law sales, consumer credit, and secured transactions?: papers presented at a conference held at McGill University on Sept. 3-5, 1968?* 3, 5 (J.S. Siegel & W.M. Foster eds., 1969) ("When counsel for a business has been concerned about one of the rules of sales law, the remedy has usually been in his hands: he could put the rule he want in his sales agreement."). *Cf.* Symposium, *Contracting Out of the Uniform Commercial Code*, 40 LOY. L.A. L. REV. 1 (2006).??

26. There is now a *Principles of the Law of Software Contracts* (2010). In view of past failures in this area, its future is cloudy. It should not be assumed that it will find the same acceptance as the Restatements. STEPHEN J. BURTON & MELVIN A. EISENBERG, CONTRACT LAW: SELECTED SOURCE MATERIALS ANNOTATED 338 (2012 ed.).

Relevant to a law of obligations are restatements of torts. These include the *Restatement (Second) of Torts* (1965), *Restatement (Third) of Torts: Products Liability* (1998), *Restatement (Third) of Torts: Apportionment of Liability* (2000), *Restatement (Third) of Torts: Liability for Physical and Emotional Harm* (2009), and the *Restatement of Unfair Competition* (1995).

Relevant to a civil code are several restatements of property law and of conflicts of law. There is no restatement of family law. There is only a *Principles of the Law of Family Dissolution: Analysis & Recommendations* (2002).

b. Uniform Laws (ULC)

The principal uniform law for contracts is the UCC. It is not limited to transactions of merchants. It covers sales of goods, leases of goods, negotiable instruments, bank deposits and collections, funds transfers, letters of credit, documents of title, investment securities, and secured transactions. The Uniform Electronics Transactions Act (UETA) upholds electronic signatures. It works together with a federal law, the Electronic Signatures in Global and National Commerce Act (ESIGN). The Uniform Computer Information Act (UCITA) has been adopted by only two states. The UCC and UETA have been adopted generally.

c. International Treaties

The UN CISG applies in all states to international sales of goods. It is little noticed.

2. Special Laws Affecting Contracts

Were the national laws just discussed above all the laws to be considered, one might, with some confidence, say that the United States has something close to a national contracts code. These laws are what American law professors teach their students. Only later, when those unsuspecting students go into practice do they learn about special laws. The law professors should not, however, be blamed (as often they are by bench and bar) for overlooking the practical. The number and variety of such special laws is so great that their study would extend law school beyond limit. Because they are special statutes, the likelihood of any one student encountering any one statute in practice is low. Legal education is not directed to niche contract practices.

How does one convey to readers from code countries the labyrinth that American lawyers must navigate? Reciting the number of pages alone is not enough, for other systems have many pages too.[27] When non-American readers think of special laws, how many special laws do they think of? And when they think of special laws, are they not conveniently referenced or even reprinted in their code commentaries? American lawyers have a different course to run.

Seeing is believing. In 1859, J.L. Tellkampf, a German jurist and later member of the Prussian parliament, after several years visiting the United States as a professor at Amherst College, reported to the Prussian Royal House that he saw in America law "a confused mass of materials, certainly of great value, but whose practical utility is much diminished by the incongruous manner in which they have been heaped together . . . [with] much

27. For example, the United States Code has more than 40,000 pages; a German compilation, Das Deutsche Bundesrecht, is comparable in size. The former, however, does not include regulations (about another 140,000 pages in the Code of Federal Regulations), while the latter does. Neither includes state law, although there are fewer German states and their laws are probably less extensive.

crudeness and an almost total want of system."[28] Running the course is even more believing: Gustav L. Drebing, an immigrant American lawyer and contemporary of Tellkampf, acidly observed of American law: "Characteristic features of this law are an almost total lack of clear terms, of systematically applicable general principles, and a repulsive prolixity resulting from interpretation of these statute . . . . "[29] Both Tellkampf and Dreb-ing wrote when the battle over the adoption of a civil code in New York was just getting underway. Tellkampf was hopeful that the battle would be won. As we shall see in Part IV, it was lost. For readers who have not seen for themselves, I refer them to a partial list of federal, New York State, and New York City laws listed in the Annex.

C. *Privatization of American Contract Law*

Americans (and foreigners doing business in the United States) deal with the proliferation of special laws in a variety of ways. One way is to get your own special law. One of the charges levied against the unsuccessful information Article 2B for the UCC was that it was Microsoft's law. However, it does not take a Croesus or a Bill Gates to get a special law. An adept trade association or a few well-placed sympathetic legislators may do the trick. All that is needed are resources, a continuing interest in the issue, and an issue that lends itself to a special law. The laws listed in the Annex demonstrate that these requirements are often met.

For situations that do not lend themselves to special laws, the default nature of contract law and the universal ownership of electronic word processing permits everyone to have, through standard terms, their own law and courts. If you do not like the law—special or otherwise—choose your own. You do not have to limit yourself to choosing someone else's law; you can write your own. That is not a peculiarly American approach: it is sanctioned by the French Code Civil.[30] Perhaps, however, it gets more of a workout in the United States, where there may be less trust in written law and in its institutional application. It is said that American contracts are so long and detailed in order to avoid the vagaries of American juries finding facts and courts applying the law.[31]

If you are too hurried to write your own law, another popular approach is to choose your own court, or more commonly, to choose your

28. Tellkampf, *supra* note 6, at 4–5. Other Europeans reach similar conclusions. *See, e.g.*, M.E. LANG, CODIFICATION IN THE BRITISH EMPIRE AND AMERICA 189 (1924) ("from a national standpoint, one gets a picture of a legal system abounding in diversity and dissension, amounting to nothing short of utter confusion . . . . [I]n carrying on business in the country as a whole, . . . [one] comes face to face with the most profound uncertainty and chaos that is to be found to-day in any legal system the civilized world over.").

29. GUSTAV L. DREBING, DAS GEMEINE RECHT, (COMMON LAW) DER VEREINIGTEN STAATEN VON AMERIKA, NEBST DEN STATUTEN DER EINZELNEN STAATEN iii (1866) (author's translation).

30. CODE CIVIL [C. CIV.] art.1134 (Fr.) (John. H. Crabb trans. 1977) ["Contracts legally formed take the place of the statutory law for the parties to the contract"].

31. *See* John H. Langbein, *Comparative Civil Procedure and the Style of* Complex Contracts, 35 AM. J. COMP. L. 381, 386–87 (1987).

own arbitrators. One need not be a cynic to recognize that directing disputes to an industry arbitrator can bring comfort to industry participants. Who is better to guide proceeding through the labyrinth of special laws?[32]

Today, perhaps owing to the inadequate state of civil justice in the United States, it is hard to imagine an arbitration, choice of law, or choice of forum clause that the United States Supreme Court would not approve.[33]

D. The Uniform Commercial Code

The Uniform Commercial Code is America's national commercial code. It comes as close as any American private law legislation both to being a code[34] and to being nationally adopted.

As a uniform law, it is not enacted, but is proposed for adoption. It was drafted in the 1940s as a joint product of the Uniform Law Commission and the American Law Institute.[35] The first Official Text was presented for adoption in 1951, but was adopted by only one state— Pennsylvania. It was then reformulated. The 1962 Official Text was the first that was widely adopted. Forty-nine of fifty states adopted the entire code with only a few variations. Louisiana eventually adopted all but Article 2 Sales, 2A Leases of Goods, and 6 Bulk Transfers and Bulk Sales.

The UCC today consists of ten articles: 1. General Provisions, 2. Sales of Goods, 2A. Leases of Goods, 3. Negotiable Instruments, 4. Bank Deposits, 4A. Funds Transfers, 5. Letters of Credit, 6. Bulk Transfers and Bulk Sales (repealed), 7. Warehouse Receipts, Bills of Lading and Other Documents of Title, 8. Investment Securities, and 9. Secured Transactions. It thus brings together all of the basic aspects of American commercial transactions.

The UCC is not limited in its application to merchants. It governs all persons. Occasionally, it does have special rules for merchants or for consumers. As a code of contract law, it influenced the drafting of the *Restatement of the Law Second Contracts* (1981) and continues to influence development of general contract law.

The Uniform Commercial Code was designed to be a code. It replaced several separate uniform laws that were not integrated into one

32. *Cf.* Charles L. Knapp, *Taking Contracts Private: The Quiet Revolution in Contract Law*, 71 FORDHAM L. REV. 761, 798 (2002) ("So ultimately the choice is a political one, whether made by a legislature (state or federal), or by a court. Can powerful private interests, with the ability to control most of the terms of most of the contracts they make, deprive large segments of American society of their access to the courts for which all of us pay, and to which all of us have historically had access? The answer, until now, is - sadly, to some of us - that apparently they can. And do. And will.").

33. *See, e.g.*, Carnival Cruise Lines, Inc. v. Shute, 499 U.S. 585 (1991).

34. *See* Jean Louis Bergel, *Principal Features and Methods of Codification*, 48 LA. L. REV 1073, 1080 (1988); Buxbaum, *supra* note 5; Hawkland, *Lecture*, *supra* note 5; William D. Hawkland, *The Uniform Commercial Code and the Civil Codes*, 56 LA. L. REV. 231 (1995) [hereinafter *UCC and the Civil Codes*].

35. *See* Allen R. Kamp, *Uptown Act: A History of the Uniform Commercial Code: 1940-49*, 51 SMU L. REV. 275 (1998); Allen R. Kamp, Downtown Code: A History of the Uniform Commercial Code 1949-1954, 49 BUFF. L. REV. 359 (2001).

code.[36] Its principal drafter, Karl N. Llewellyn, was familiar with the German Civil Code and drew inspiration from it. Like the German Civil Code, the UCC has a "general part" (albeit a small one). It incorporates important features of German law (e.g., good faith and control of standard terms).[37] Perhaps owing to the political circumstances of the day (i.e., Hitler's Germany), Llewellyn did not disclose the German origin of these ideas.

Llewellyn designed the Uniform Commercial Code to be national. The Uniform Sales Act, which the UCC replaced, was not adopted by many important states. The catalysts for the UCC were multiple attempts to reach a national sales law through federal legislation.[38] The UCC headed off federal legislation.

Today, one might wish that the UCC had been adopted as federal law in the 1960s. Through the middle of the 1990s, the Uniform Law Commission and the American Law Institute had success in keeping the UCC up to date and in getting nationwide acceptance of amendments. The dawn of the digital age, however, made the need for extensive revision palpable. Prescient observers at the time doubted the ULC amendment process was up to the task.[39] They have been proven right. A new Article 2B governing information failed to get ALI approval. The ULC reissued it as a separate law, the Uniform Computer Information Transactions Act. It was adopted by only two states, Maryland and Virginia. After substantial disagreement, ULC and ALI did agree on extensive revisions to Article 2, but were unable to get any states to adopt it. In May 2011, they gave up and withdrew the revision from consideration.[40]

There are other uniform laws affecting commercial transactions. Foremost is the Uniform Electronic Transactions Act, which as its prefatory comment reminds readers, is no general contracting statute. Its purpose is more modest: "to remove barriers to electronic commerce by validating and effectuating electronic records and signatures."[41] With that modest purpose to be achieved, states moved quickly to adopt it. Twelve years later all but two have.

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36. Hawkland, *UCC and the Civil Codes*, *supra* note 34 at 233–34 (1995).

37. *See* Michael Ansaldi, *The German Llewellyn*, 58 BROOK. L. REV. 705 (1992); Shael Herman, The Fate and the Future of Codification in America, 40 AM. J. LEGAL HIST. 407, 427–28 (1996); Shael Herman, *Llewellyn the Civilian: Speculations on the Contribution of Continental Experience to the Uniform Commercial Code*, 56 TUL. L. REV. 1129 (1982); James R. Maxeiner, *Standard-Terms Contracting in the Global Electronic Age: European Alternatives*, 28 YALE J. INT'L L. 109, 116–18 (2003); James Whitman, *Commercial Law and the American Volk: A Note on Llewellyn's German Sources for the Uniform Commercial Code*, 97 YALE L.J. 156 (1987).

38. *See* Karl N. Llewellyn, *The Needed Federal Sales Act*, 26 VA. L. REV. 558 (1940).

39. Neil B. Cohen & Barry L. Zaretsky, *Drafting Commercial Law for the New Millennium: Will the Current Process Suffice?*, 26 LOY. L.A. L. REV. 551 (1993) (proposing a federal law).

40. *See* Maxeiner, *supra* note 37 (while Vice President & Associate General Counsel of Dun & Bradstreet, Inc., the author testified in favor of UCITA in the Maryland legislature).

41. UNIFORM ELECTRONIC TRANSACTIONS ACT prefatory note (1999).

The UCC covers commercial paper and warranties for goods. These matters are, however, also covered in important separate legislation, including the Magnuson-Moss Warranty—Federal Trade Commission Act (1975), 15 U.S.C. §§ 2301 *et seq*. The UCC makes clear that it does not preempt the field. UCC section 1-103(b) states that "unless displaced" by particular provisions of the UCC, the "principles of law and equity . . . supplement" the Code.

There are other important commercial laws. There is a federal bankruptcy law called a code. Each state has its own laws (often called codes) that govern corporations, insurance companies, and trusts. These laws show substantial similarity. They typically rest on model codes, often prepared by ALI or ULC.

IV. AMERICAN CODE HISTORY

I distinguish four time periods relevant to American attempts to legislate in form of codes: (1) Colonial Era (1609 to 1776); (2) pre-Civil War Era (1776 to 1860); (3) Civil War and post-Civil War Era (1861 to 1887); and (4) National Era (1887 to present). Here, I only briefly review these attempts.

That today the United States does not have codes might surprise jurists of the 19th century. Both American and foreign jurists then expected that codes might come to America as a natural development of nation-building. Serendipity rather than conscious choice for uncodified law seems responsible for their absence today. Conditions favorable to codification in other countries were lacking in the United States. Unlike in France, private law codification in America was not identified with displacement of feudal law with modern law. Also unlike France, codes were not statements of political identity (except in Louisiana, where there is a civil code). Furthermore, unlike in France and in Germany, private law codification in America was not identified with national legal unity. To the contrary, in the United States, codification undercut national legal unity. And, unlike in France and in Germany, codification in the United States never had politically powerful sponsors.[42]

In the United States, the common thread of support for codification was the inconvenience and accompanying injustices of uncodified law. Reform-minded governors, legislators, judges, and lawyers proposed codification in the 19th century. That was not enough to overcome the inertia of other governors, legislators, judges and, above all, the practicing bar, who, were already invested in the law that currently was and were less interested in the law that might be.

42. *See* David Gruning, *La lettre d'Amérique: Vive la différence? Why No Codification of Private Law in the United States?*, 39 LA REVUE JURIDIQUE THÉMIS [RJT] 153 (2005); John W. Head, *Codes, Cultures, Chaos, and Champions: Common Features or Legal Codification Experiences in China, Europe and North America*, 13 DUKE J. COMP. & INT'L L. 1 (2003).

A. Colonial Era (1609-1776)

Long before national independence in 1776 on a colony-by-colony basis, Americans made "codes" of written laws. In 1641, only a dozen years after the charter of Massachusetts and more than 150 years before James Wilson began work on codes for Pennsylvania, the Massachusetts Colony adopted the *Body of Liberties* of 1641. In 1648, the Colony incorporated that text into the more extensive *Laws and Liberties of Massachusetts of 1648*, which is today commonly known as the Code of 1648. American historians judge it "a comprehensive legal code . . . no mere collection of English laws and customs, but . . . a fresh and considered effort to order men's lives and conduct in accordance with the religious and political ideals of Puritanism."[43] The Massachusetts Code of 1648 is the best known, but is not the only example of such colonial legislation. In other colonies, similar legislation is found. It ceased in the first half of the 18th century. Cessation has been attributed to the politics of the colonial relationship to Britain and to the arrival in America of professionals trained in the English common law.[44]

B. Pre-Civil War (1776-1860)

The 1787 Constitution turned a confederation into a federal state, but it did not bring legal unity. So long as slavery was permitted in one part of country but prohibited in another, national private law legislation was rarely proposed and practically impossible.[45] Complicating adoption of national codes was then, and is to this day, the unresolved question of the extent to which federal power permits federal private law. Famously, in 1811, Jeremy Bentham extended an offer to President Madison to write a code for the United States.[46] President Madison politely declined the offer as one not within "the scope of my proper function."[47] So when Americans spoke of a civil code, it was of a state and not a national code. The hope was that all states might copy the civil code of one state—most likely, New York, Massachusetts or Pennsylvania.

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43. GEORGE LEE HASKINS, LAW AND AUTHORITY IN EARLY MASSACHUSETTS 2 (1960), *quoted with approval in* Thomas D. Barnes, *Introduction* to THE LAWS AND LIBERTIES OF MASSACHUSETTS. Reprinted from the Copy of the 1648 Edition in The Henry E. Huntington Library xiii (1982).

44. *See* Gruning, *supra* note 42; Robert Gerard Smith, Toward a System of Law: Law Revision and Codification in Colonial America (1977) (unpublished Ph.D. dissertation, Cornell University) (on file with author).

45. But it was not inconceivable. *See, e.g.*, JAMES SULLIVAN, THE HISTORY OF LAND TITLES IN MASSACHUSETTS 354 (1801).

46. THE COLLECTED WORKS OF JEREMY BENTHAM, *reprinted in* 'LEGISLATOR OF THE WORLD': WRITINGS ON CODIFICATION, LAW AND EDUCATION 20, 21, 36 (Philip Schofield & Jonathan Harris eds., 1998).

47. *Id.* at 36. (James Madison to Jeremy Bentham on May 8, 1816). Bentham extended his offer to write codes to state governors. They, too, did not take up the offer. *See* PETER J. KING, UTILITARIAN JURISPRUDENCE IN AMERICA: THE INFLUENCE OF BENTHAM AND AUSTIN ON AMERICAN LEGAL THOUGHT IN THE NINETEENTH CENTURY 109–11 (1986).

American discussions of what Europeans might consider codification did not get under way in earnest until the War of 1812 was concluded.[48] Louisiana's first efforts in 1808 were the work of a newly-installed territorial government seeking to preserve conditions that existed prior to American acquisition in 1804. In those early days, the state of American law did not permit systematic codification. State legal systems were too precarious. Jurists had their hands full struggling for a "learned law" different from a popular folk law of informal dispute resolution.[49] Yet, already then, states and the newly-formed federal government moved to create conditions conducive to codification (i.e., they published their statutes regularly and republished them in authoritative collections compiling and revising existing statutes). At the turn of the 18th century, private lawyers began publishing collections of precedents.

From the 1820s through the 1840s, codification was a topic of serious debate. Already in 1822, the newly-formed State of Louisiana (1812) began work on what was to become its Civil Code of 1825. While it and the Code Napoleon of 1804 provided inspiration to codification proponents, practical concerns flowing from the need to compile and revise existing laws seem to have been the driving force. These concerns led to extensive work particularly in New York, Massachusetts, and Pennsylvania.

It was in 1820s New York that the work first came into being and took its most concrete form: the *Revised Statutes of New York of 1828*.[50] The legislature spent three months considering the specific provisions proposed. Much discussed was whether the revisers had revised too much. The *Revised Statutes* governed New York for more than half a century. The Constitution of 1846 anticipated their replacement with codes. Already, before the Civil War, the private lawyer David Dudley Field, Jr., drafted a code of civil procedure adopted by the state in 1848. During the Civil War, Field and his colleagues drafted a civil code. Field's attempt to secure that code's adoption is the main topic of the next subsection.

In the 1830s, Massachusetts had the most learned discussion under Supreme Court Justice Joseph Story. Story was the nation's leading authority in private law. Scholars debate the extent to which he was a strong or only lukewarm advocate of codification. A key issue was the future relationship between contemplated civil code and continuation of common law.

Throughout the country, states followed the leads of New York and Massachusetts in compiling and revising their laws. Those efforts slowed in the 1850s as the nation slid into civil war over the continuation of slavery.

Developments in the western reaches of the country before the Civil War suggest that the tenor of the time favored codification. Indiana is an

48. *See* CHARLES M. COOK, THE AMERICAN CODIFICATION MOVEMENT: A STUDY OF ANTEBELLUM LEGAL REFORM 69 et seq. (1981).

49. *See* John H. Langbein, *Chancellor Kent and the History of Legal Literature*, 93 COLUM. L. REV. 547, 566 (1993).

50. *See generally* WILLIAM D. DRISCOLL, BENJAMIN F. BUTLER: LAWYER AND REGENCY POLITICIAN (1987).

example. Made a state only in 1816, already in that year its constitution required adoption of a penal code.[51] Eleven years later, in 1827, the state's governor, in his annual message to the legislature, promised to draft a civil code to exclude common law from private law and to enable the people to understand "that system of jurisprudence which controls their actions." He praised the new Louisiana Civil Code, drafted by Edward Livingston, as being suitable for adoption with modification in any state, called for acceptance of good ideas wherever they might be found, whether in common law, the Code Napoleon, or the Livingston Code, and implored the bar not to condemn his anticipated proposal until they read it.[52] The governor's proposal did not reach the state legislature in draft form. But throughout the 19th century, the western states were a ready market for completed eastern state drafts. When New York adopted Field's code of civil procedure, many western states, beginning with Missouri, followed suit. After the Civil War, California, the Dakota Territory, and Montana adopted Field's other draft codes.

C. Civil War & Immediate post-Civil War (1861-1887)

The codification movement lost steam as the Civil War (1861-1865) approached. Only after the War did codification resume a place in legal discussion. In the late 1870s and through the 1880s, it was largely a struggle between two men: David Dudley Field, Jr., the proponent, and James Carter, the opponent. Both Field and Carter were practitioners of law. Neither held a government or academic position. The struggle played out mostly in New York and, to a lesser extent, in California, where Field's brother, Stephen J. Field, later a Supreme Court Justice, had achieved adoption of the Field draft codes.

The New York Constitution of 1846 provided for separate commissions to create procedural and substantive codes. Only in the mid-1850s did Field achieve a position on the substantive law commission. The commissions drafted two public law codes (the Political Code and the Code of Criminal Procedure) before turning to private law. During the Civil War, the substantive law commission prepared two drafts of a Civil Code (1862 and 1865). Although the commission presented its drafts to the legislature, they languished there unattended until after the post-war Reconstruction era ended in 1876. Field managed to get the legislature to take up the drafts in the late 1870s. In reasonably prompt order, New York adopted the Code of Criminal Procedure and a Penal Code.

Scholars debate the relative importance of jurisprudential, political, and personal considerations in the defeat of Field's Civil Code. That the opposition of the organized bar was central to the defeat is indisputable. Twice the New York State legislature passed the Civil Code, only to have

51. IND. CONST. OF 1816, art. 9, § 4.

52. JAMES BROWN RAY, *Message to the General Assembly* (December 4, 1827), *in* MESSAGES AND PAPERS RELATING TO THE ADMINISTRATION OF JAMES BROWN RAY, GOVERNOR OF INDIANA 1825-1831, 271, 295–97 (Dorothy Riker & Gayle Thornbrough eds., 1954).

the governor veto the legislation. The third time, the legislature's lower house passed it only to see it die in the upper house. If one can speak of a popular voice for such a technical and mundane issue as a code, the public should be counted as having endorsed codification.

D. The National Era (1887 to present)

By 1887, codification had lost its appeal. It was replaced by the more urgent issue of uniform national law. Already in 1878, the American Bar Association ("ABA"), upon its founding as the first national association of lawyers, stated in its constitution that its mission was to promote "uniformity of legislation throughout the Union." In 1887, Congress passed the first of the great federal laws regulating commerce, the Interstate Commerce Commission Act. The Sherman Antitrust Act followed in 1890. Both of these laws regulated limited aspects of commerce among the states. These were not the first efforts at creating national law, but they were among the first to achieve public recognition as such.[53]

In 1889, New York reconstituted its law revision commission. It called for a national body to promote uniform national laws. That led, in 1892, to the foundation, in conjunction with the ABA, of the Uniform Law Commission discussed above.

Thereafter, codification no longer meant a civil code. Soon there was a proposed Federal Code, but it was the successor to the Revised Statutes of 1874/1877 and the predecessor of today's United States Code, that is, a compilation of federal laws. The next fifty years led to the patchwork of national laws that America has today: a combination of special federal laws applicable only to matters of special federal concern (including a limited segment of commerce among the states), a group of semi-uniform laws adopted by some states, and restatements of common law.

V. No Code As Global Mode? What are the Costs?

The United States is the largest economy in the world; it gets along without a civil code. Without a code, it is the most potent power on the planet. Sans code, it is said to be the freest nation on earth. People from around the world come to the United States to study the American legal system. Americans go abroad, not to learn about code-systems, but to promote the benefits of their quasi-common law system. The World Bank—headquartered in the United States—seems convinced: it holds that common law systems have economic advantages over non-code systems.[54] Should not the world emulate the United States?

53. Prior efforts took three forms: (1) national legislation where the Constitution assigned Congress the lead role, principally bankruptcy and immigration; (2) development of a national common law for commercial matters in federal court in cases following Justice Story's decision in *Swift v. Tyson* in 1842; and (3) development of a national jurisprudence of private law, led again by Justice Story in his famous series of Commentaries.

54. *See* Ralf Michaels, *Comparative Law by Numbers? Legal Origins Thesis, Doing Business Reports, and the Silence of Traditional Comparative Law*, 57 Am. J. Comp. L. 765 (2009).

Comparativists—especially aspiring comparativists—often fall into this trap. How many foreign jurists come to the United States to study American law thinking that the country with the largest economy must have the best legal system? One can hardly blame them, for the American bar tells that story.

So what is life like in the United States without a national code? Is it an idyllic paradise of decentralized subsidiarity? Are there fifty laboratories where great new ideas are tested and then implemented nationwide? Do thousands of courts decide according to the best law, chosen specially for the case, to do justice and produce economic efficiency in every case?

Not exactly.

The United States pays a heavy price for lack of a national civil code. Without a civil code, there is no foundation on which to build special law. There is no gap filler, and there is no tie-breaker. Without a code, there is no guide to fitting the special laws together. Priority among special laws can degenerate into a choice among hierarchies rather than a choice among solutions that work better for the system. Which law governs: the federal constitution, federal statutes, federal regulations, state constitutions, state statutes, state regulations, state common law, municipal charters, municipal ordinances, or municipal regulations?

Americans do not accept this unfortunate situation. Those with financial means escape. They lobby legislatures to pass special statutes written for them. They write their own choice of law into their contracts. They choose their preferred forums. They write standard terms that benefit themselves.

Although many Americans are resigned to this situation, not all limit themselves to simply working around what is. Some campaign for change. They seek a law that should be. Law reform organizations abound. No one, it seems, is happy with the performance of the U.S. legal system. Although there is no campaign for a civil code, reformers seek solutions to problems that elsewhere codes are intended to resolve.

The vision of one reform organization, the Common Good, is a modern day call for codes. The United States, it says, is drowning in law. So many laws are passed every year by Congress, state, and local legislatures, that they have "piled up like sediment in a harbor, bogging the country down."[55] Americans fail to distinguish the different types of laws, the timeless from the temporary.

The world of America in 2012 could be the world of 1789 that confronted the drafters of the French Civil Code, among them Portalis, who wrote:

55. *The Problem: Drowning in Law*, COMMONGOOD, http://www.commongood.org/pages/the-problem (last visited Nov. 25, 2012). The program of the Common Good is that of its *Start Over* initiative, available at its website, www.commongood.org. [hereinafter COMMONGOOD]

> Facing us was only a confused and shapeless mass of foreign and French laws, of general and particular customs, of abrogated and non-abrogated ordinances, of contradictory regulations and conflicting decisions; one encountered nothing but a mysterious labyrinth, and at every moment, the guiding thread escaped us. We were always on the point of getting lost in an immense chaos.[56]

Common Good, in an aptly-named initiative, calls on Americans to *Start Over.* Its rallying cry is "Radically Simplify Law."[57] It reminds Americans that, "[i]t is beyond human capacity to foresee every possible circumstance or specify how to address or prevent every conceivable event."[58] Yet it does not seek to eliminate law but to rationalize it. "Law is supposed to be a framework for human judgment."[59] "Law should set outer boundaries of required conduct, not intercede in everyday disputes."[60]

Start Over seeks that which Portalis sought in the French codes:

> *To simplify everything*, that is an operation on which one needs to agree. *To foresee everything*, that is a goal impossible of attainment . . . . We have thus not felt that we were obliged to simplify the laws to the point of leaving the citizens without rules and without guarantees as to their most important interests . . . . The function of the law (*loi*) is to fix, in broad outline, the general maxims of justice (*droit*), to establish principles rich in suggestiveness (*conséquences*), and not to descend into the details of the questions that can arise in each subject.[61]

Amen.

56. *Quoted in* 1 P. FENET, RECUEIL COMPLET DES TRAVAUX PRÉPARTOIRES DU CODE CIVIL xcii (1836), *translated in* ARTHUR TAYLOR VON MEHREN & JAMES RUSSELL GORDLEY, THE CIVIL LAW SYSTEM 14 (2d ed. 1977).

57. COMMONGOOD, *supra* note 55.

58. *Id.*

59. *Id.*

60. *Id.*

61. Portalis, Tronchet, Bigot-Préameneu & Maleville, *Discourse préliminair, in* 1 J. LOCRÉ, LA LÉGISLATION CIVILE, COMMERCIALE ET CRIMINELLE DE LA FRANCE 251, 255–72 (1827), *translated in* VON MEHREN & GORDLEY, *supra* note 56, at 54–55.

ANNEX

A. *Seeing is Believing: Special Laws*

It is easy to read over the quoted statement that American laws are a "confused mass of materials." It must be complicated, the reader thinks, and then reads on. Here I impress on readers just what this confused mass consists of. I sketch those special laws that American lawyers consult in representing clients engaged in business nationwide.

The *Restatement of the Law Second Contracts*, in discussing unenforceability of contracts on grounds of public policy, warns of these special laws: "All of the rules stated in this Chapter are subject to contrary provision by legislation. The possibility of such modification cannot be overlooked even in areas where legislation is not extensive."[62] Special laws must be consulted because they are "hard" laws that bind. Restatement soft rules give way to these hard laws, even when those hard rules are only local municipal rules.

Here I consider only laws that might govern U.S.-internal contracts. I do not consider laws directed to international contracts, such as the *UN Convention on the International Sale of Goods*. I list first federal laws, then state laws of a representative state (New York), and finally laws of a representative municipality (the City of New York). Readers should bear in mind that with respect to state laws, there are fifty states to consider, each of which has its own rules. With respect to municipal laws, there are tens of thousands of municipalities, many of which have their own laws.

B. *Federal Special Laws*

Federal special laws are mostly found in the United States Code and in a companion work, the Code of Federal Regulations.[63] Whereas the United States Code ("U.S.C.") consists of statutes passed by Congress, the Code of Regulations ("C.F.R.") consists of general and permanent rules published in the official government register by executive departments and independent government agencies. Both have fifty "titles," although the titles do not correspond.

I turn first to the United States Code. Not all of the fifty titles have potential applicability to contracts. But the names of thirty suggest possible application to contracts. These include:

62. RESTATEMENT OF THE LAW SECOND CONTRACTS, ch. 8, intro. note (1981).

63. Still some are "hidden" in appropriations and other laws outside of the U.S. Code.

UNITED STATES CODE—Selected Titles

Title 7 Agriculture	Title 20 Education	Title 35 Patents
Title 8 Aliens & Nationality	Title 21 Food & Drugs	Title 41 Public Contracts
Title 9 Arbitration	Title 23 Highways	Title 42 The Public Health & Welfare
Title 11 Bankruptcy	Title 24 Hospitals & Asylums	Title 43 Public Lands
Title 12 Banks & Banking	Title 25 Indians	Title 45 Railroads
Title 15 Commerce and Trade	Title 27 Intoxicating Liquors	Title 46 Shipping
Title 16 Conservation	Title 29 Labor	Title 47 Telegraphs, Telephones
Title 17 Copyrights	Title 30 Mineral Lands & Mining	Title 49 Transportation
Title 18 Crimes & Criminal Procedure	Title 31 Money & Finance	
Title 19 Customs Duties	Title 33 Navigation & Navigable Waters	

A contracts lawyer might turn first to Title 15 Commerce and Trade. It has more than one hundred chapters. They govern all sorts of matters. Some chapters are of great importance and of general application, such as Chapter 1: Monopolies and Combinations in Restraint of Trade, §§ 14 U.S.C. 1 - 38; others are of less importance and of limited application, such as Chapter 104: Sports Agent Responsibility and Trust, § 15 U.S.C. 7801. Here is the complete list of chapters:

TITLE 15: UNITED STATES CODE COMMERCE AND TRADE

Ch 1 Monopolies & Combinations in Restraint of Trade

Ch 2 Federal Trade Commission; Promotion of Export Trade & Prevention of Unfair Methods of Competition

Ch 2a Securities & Trust Indentures

Ch 2b Securities Exchanges

Ch 2b-1 Securities Investor Protection

Ch 2c Public Utility Holding Companies

Ch 2d Investment Companies & Advisers

Ch 2e Omnibus Small Business Capital Formation

Ch 3 Trade-Marks

Ch 4 China Trade

Ch 5 Statistical & Commercial Information

Ch 6 Weights & Measures & Standard Time

Ch 7 National Institute of Standards & Technology

Ch 7a Standard Reference Data Program

Ch 8 Falsely Stamped Gold Or Silver Or Goods Manufactured Therefrom MB)

Ch 9 National Weather Service

Ch 9a Weather Modification Activities Or Attempts; Reporting Requirement

Ch 10 War Finance Corporation

Ch 10a Collection of State Cigarette Taxes

Ch 10b State Taxation of Income From Interstate Commerce

Ch 11 Caustic Poisons

Ch 12 Discrimination Against Farmers' Cooperative Associations By Boards of Trade

Ch 13 Textile Foundation

Ch 13a Fishing Industry

Ch 14 Reconstruction Finance Corporation

Ch 14a Aid to Small Business

Ch 14b Small Business Investment Program

Ch 15 Economic Recovery

Ch 15a Interstate Transportation of Petroleum Products

Ch 15b Natural Gas

Ch 15c Alaska Natural Gas Transportation

Ch 15d Alaska Natural Gas Pipeline

Ch 16 Emergency Relief

Ch 16a Emergency Petroleum Allocation

Ch 16b Federal Energy Administration

Ch 16c Energy Supply & Environmental Coordination

Ch 17 Production, Marketing, & Use of Bituminous Coal

Ch 18 Transportation of Firearms

Ch 19 Miscellaneous

Ch 20 Regulation of Insurance

Ch 21 National Policy on Employment & Productivity

Ch 22 Trademarks

Ch 23 Dissemination of Technical, Scientific & Engineering Information

Ch 24 Transportation of Gambling Devices

Ch 25 Flammable Fabrics

Ch 26 Household Refrigerators

Ch 27 Automobile Dealer Suits against Manufacturers

Ch 28 Disclosure of Automobile Information

Ch 29 Manufacture, Transportation, Or Distribution of Switchblade Knives

Ch 30 Hazardous Substances

Ch 31 Destruction of Property Moving in Commerce

Ch 32 Telecasting of Professional Sports Contests

Ch 33 Brake Fluid Regulation
Ch 34 Antitrust Civil Process
Ch 35 Seat Belt Regulation
Ch 36 Cigarette Labeling & Advertising
Ch 37 State Technical Services
Ch 38 Traffic & Motor Vehicle Safety
Ch 39 Fair Packaging & Labeling Program
Ch 39a Special Packaging of Household Substances for Protection of Children
Ch 40 Department of Commerce
Ch 41 Consumer Credit Protection
Ch 42 Interstate L& Sales
Ch 43 Newspaper Preservation
Ch 44 Protection of Horses
Ch 45 Emergency Loan Guarantees to Business Enterprises
Ch 45a Chrysler Corporation Loan Guarantee
Ch 46 Motor Vehicle Information & Cost Savings
Ch 46a Automobile Title Fraud
Ch 47 Consumer Product Safety
Ch 48 Hobby Protection
Ch 49 Fire Prevention & Control
Ch 50 Consumer Product Warranties
Ch 51 National Productivity & Quality of Working Life
Ch 52 Electric & Hybrid Vehicle Research, Development, & Demonstration
Ch 53 Toxic Substances Control
Ch 54 Automotive Propulsion Research & Development
Ch 55 Petroleum Marketing Practices
Ch 56 National Climate Program
Ch 56a Global Change Research
Ch 57 Interstate Horseracing
Ch 58 Full Employment & Balanced Growth
Ch 59 Retail Policies for Natural Gas Utilities
Ch 60 Natural Gas Policy
Ch 61 Soft Drink Interbrand Competition
Ch 62 Condominium & Cooperative Conversion Protection & Abuse Relief
Ch 63 Technology Innovation
Ch 64 Methane Transportation Research, Development, & Demonstration
Ch 65 Liability Risk Retention
Ch 66 Promotion of Export Trade
Ch 67 Arctic Research & Policy

Ch 68 Land Remote-Sensing Commercialization
Ch 69 Cooperative Research
Ch 70 Comprehensive Smokeless Tobacco Health Education
Ch 71 Petroleum Overcharge Distribution & Restitution
Ch 72 Semiconductor Research
Ch 73 Export Enhancement
Ch 74 Competitiveness Policy Council
Ch 75 National Trade Data Bank
Ch 76 Imitation Firearms
Ch 77 Steel & Aluminum Energy Conservation & Technology Competitiveness
Ch 78 Superconductivity & Competitiveness
Ch 79 Metal Casting Competitiveness Research Program
Ch 80 Fasteners
Ch 81 High-Performance Computing
Ch 82 Remote Sensing Policy
Ch 83 Telephone Disclosure & Dispute Resolution
Ch 84 Commercial Space Competitiveness
Ch 85 Armored Car Industry Reciprocity
Ch 86 Children's Bicycle Helmet Safety
Ch 87 Telemarketing & Consumer Fraud & Abuse Prevention
Ch 87a National Do-Not-Call Registry
Ch 88 International Antitrust Enforcement Assistance
Ch 89 Professional Boxing Safety
Ch 90 Propane Education & Research
Ch 91 Children's Online Privacy Protection
Ch 91a Promoting A Safe Internet for Children
Ch 92 Year 2000 Computer Date Change
Ch 93 Insurance
Ch 94 Privacy
Ch 95 Microenterprise Technical Assistance & Capacity Building Program
Ch 96 Electronic Signatures in Global & National Commerce
Ch 97 Women's Business Enterprise Development
Ch 98 Public Company Accounting Reform & Corporate Responsibility
Ch 99 National Construction Safety Team
Ch 100 Cyber Security Research & Development
Ch 101 Nanotechnology Research & Development
Ch 102 Fairness to Contact Lens Consumers
Ch 103 Controlling the Assault of Non-Solicited Pornography & Marketing
Ch 104 Sports Agent Responsibility & Trust

Ch 105 Protection of Lawful Commerce in Arms
Ch 106 Pool & Spa Safety
Ch 107 Protection of Intellectual Property Rights
Ch 108 State-Based Insurance Reform
Ch 109 Wall Street Transparency & Accountability
Ch 110 Online Shopper Protection

To this one title of the United States Code at least three titles of the Code of Federal Regulations are intimately related: Title 15 Commerce and Foreign Trade consisting of 2399 "parts" in three volumes; Title 16 Commercial Practices consisting of 1799 parts in two volumes; and Title 17 Commodity and Securities Exchanges consisting of only 302 parts in three volumes. Each part may be a few sections or dozens of sections. I will take a glance at only one of the two volumes from Title 15, but the other volumes have important provisions, too.[64]

The first volume of 16 C.F.R. is the volume that covers the Federal Trade Commission. In particular it has important rules for advertising and labeling. It counts 901 parts. While some of these parts include only one or two sections, others have forty or more sections. This volume includes the following matters:

TITLE 16: CODE OF FEDERAL REGULATIONS—COMMERCIAL PRACTICES
CHAPTER 1—FEDERAL TRADE COMMISSION
0 Organization
1 General procedures
2 Nonadjudicative procedures
3 Rules of practice for adjudicative proceedings
4 Miscellaneous rules
5 Standards of conduct
6 Enforcement of nondiscrimination on the basis of handicap in programs or activities conducted by the Federal Trade Commission
14 Administrative interpretations, general policy statements, & enforcement policy statements
16 Advisory committee management
17 Application of guides in preventing unlawful practices
18 Guides for the nursery industry
20 Guides for the rebuilt, reconditioned & other used automobile parts industry
23 Guides for the jewelry, precious metals, & pewter industries

64. For example, the famous securities and exchange commission Rule 10b-5 Employment of Manipulative and Deceptive Devices is found, not in the United States Code, but in the second volume of Title 17 of the Code of Federal Regulations, 17 C.F.R. § 240.10b-5. For photographs of the C.F.R. as it was in 2008, see David P Hayes, *Are Federal Regulations Too Numerous? Has The Number of Them Multiplied Excessively?*, http://extent-of-regulation.dhwritings.com/ (last visited Oct. 1, 2012).

24 Guides for select leather & imitation leather products

25-227 [Reserved]

233 Guides against deceptive pricing

238 Guides against bait advertising

239 Guides for the advertising of warranties & guarantees

240 Guides for advertising allowances & other merchandising payments & services

251 Guide concerning use of the word "free" & similar representations

254 Guides for private vocational & distance education schools

255 Guides concerning use of endorsements & testimonials in advertising

259 Guide concerning fuel economy advertising for new automobiles

260 Guides for the use of environmental marketing claims

300 Rules & regulations under the Wool Products Labeling Act of 1939

301 Rules & regulations under Fur Products Labeling Act

303 Rules & regulations under the Textile Fiber Products Identification Act

304 Rules & regulations under the Hobby Protection Act

305 Rule concerning disclosures regarding energy consumption & water use of certain home appliances & other products required under the Energy Policy & Conservation Act ("Appliance Labeling Rule")

306 Automotive fuel ratings, certification & posting

307 [Reserved]

308 Trade regulation rule pursuant to the Telephone Disclosure & Dispute Resolution Act of 1992

309 Labeling requirements for alternative fuels & alternative fueled vehicles

310 Telemarketing sales rule 16 CFR part 310

311 Test procedures & labeling standards for recycled oil

312 Children's online privacy protection rule

313 Privacy of consumer financial information

314 Standards for safeguarding customer information

315 Contact lens rule

316 Can-spam rule

317 Prohibition of energy market manipulation rule

318 Health breach notification rule

320 Disclosure requirements for depository institutions lacking Federal deposit insurance

322 Mortgage assistance relief services

408 Unfair or deceptive advertising & labeling of cigarettes in relation to the health hazards of smoking

410 Deceptive advertising as to sizes of viewable pictures shown by television receiving sets

423 Care labeling of textile wearing apparel & certain piece goods as amended

424 Retail food store advertising & marketing practices

425 Use of pre-notification negative option plans

429 Rule concerning cooling-off period for sales made at homes or at certain other locations

432 Power output claims for amplifiers utilized in home entertainment products

433 Preservation of consumers' claims & defenses

435 Mail or telephone order merchandise

436 Disclosure requirements & prohibitions concerning franchising

437 Disclosure requirements & prohibitions concerning business opportunities

444 Credit practices

453 Funeral industry practices

455 Used motor vehicle trade regulation rule

456 Ophthalmic practice rules (eyeglass rule)

460 Labeling & advertising of home insulation

500 Regulations under section 4 of the Fair Packaging & Labeling Act

501 Exemptions from requirements & prohibitions under part 500

502 Regulations under section 5(c) of the Fair Packaging & Labeling Act

503 Statements of general policy or interpretation

600 Statements of general policy or interpretations

602 Fair & Accurate Credit Transactions Act of 2003

603 Definitions

604 Fair Credit Reporting Act rules

610 Free annual file disclosures

611 Prohibition against circumventing treatment as a nationwide consumer reporting agency

613 Duration of active duty alerts

614 Appropriate proof of identity

640 Duties of creditors regarding risk-based pricing

641 Duties of users of consumer reports regarding address discrepancies

642 Prescreen opt-out notice

660 Duties of furnishers of information to consumer reporting agencies

680 Affiliate marketing

681 Identity theft rules

682 Disposal of consumer report information & records

698 Model forms & disclosures

700 Interpretations of Magnuson-Moss Warranty Act
701 Disclosure of written consumer product warranty terms & conditions
702 Pre-sale availability of written warranty terms
703 Informal dispute settlement procedures
801 Coverage rules
802 Exemption rules
803 Transmittal rules
901 Procedures for State application for exemption from the provisions of the Act.

Along with this Title of the Code of Federal Regulations, most of the other titles might be applicable. These are:

CODE OF FEDERAL REGULATIONS—Selected Titles
Title 6 Homeland security
Title 7 Agriculture
Title 8 Aliens & nationality
Title 9 Animals & animal products
Title 10 Energy
Title 12 Banks & banking
Title 13 Business credit & assistance
Title 18 Conservation of power & water resources
Title 19 Customs duties
Title 20 Employees' benefits
Title 21 Food & drugs
Title 23 Highways
Title 24 Housing & urban development
Title 25 Indians
Title 26 Internal revenue
Title 27 Alcohol, tobacco & firearms
Title 28 Judicial administration
Title 29 Labor
Title 30 Mineral resources
Title 31 Money & finance: treasury
Title 33 Navigation & navigable waters
Title 34 Education
Title 36 Parks, forests & public property
Title 37 Patents, trademarks & copyrights
Title 38 Pensions, bonuses & veterans' relief
Title 39 Postal service
Title 40 Protection of environment
Title 41 Public contracts & property management
Title 42 Public health

Title 43 Public lands: interior
Title 44 Emergency management & assistance
Title 45 Public welfare
Title 46 Shipping
Title 47 Telecommunication
Title 48 Federal acquisition regulations system
Title 49 Transportation
Title 50 Wildlife & fisheries

C. State Laws

Those are just the federal laws. In contract law and family law, states have the lead. While a single contract may concern only one or two states, a contracting practice is likely to concern all states. How is a lawyer to cope with the mass of materials?

To overcome fifty-state headaches, legal research services offer "fifty-state" surveys. Westlaw, for example, offers both statutory and regulatory versions. The former has more than 580 surveys and 200 state-by-state analyses; the latter more than 300 surveys and more than 100 analyses. From one's fifty-state search one can link directly to the statutes or regulations that the user deems possibly applicable. The company promises that you will "save hours or even days by searching all 50 states at once."[65] The time saved could be weeks! Narrowing one's search down to just one state will not, however, assure one of a minimum of time.

I cannot here demonstrate the laws of more than one state and one municipality. I limit the demonstration to New York. But readers are reminded that it is only one of fifty states.

1. New York Consolidated Laws

In New York, the laws are gathered together in what is called the "Consolidated Laws." The Consolidated Laws (there are unconsolidated laws, too) reproduce more than one hundred topical areas of laws. Many of these are possibly applicable to contracts. I list thirty-eight possible titles:

NEW YORK STATE CONSOLIDATED LAWS—Selected Titles
Abandoned Property Law
Agriculture & Markets Law
Alcoholic Beverage Control Law
Arts & Cultural Affairs Law
Banking Law
Benevolent Orders Law
Business Corporation Law
Civil Rights Law

65. *Store*, WESTLAW, http://west.thomson.com/westlaw/statutes/50C-state-surveys/default.aspx (September 18, 2011).

Cooperative Corporations
Debtor & Creditor Law
Domestic Relations Law
Employers' Liability Law
Energy Law
Environmental Conservation Law
Financial Services Law
General Associations Law
General Business Law
General Construction Law
General Obligations Law
Indian Law
Insurance Law Labor Law
Lien Law
Limited Liability Company Law
Mental Hygiene Law
Multiple Dwelling Law
Multiple Residence Law
Navigation Law
Not-for-Profit Corporation Law
Parks, Recreation & Historic Preservation Law
Partnership Law
Personal Property Law
Racing
Pari-Mutuel Wagering & Breeding Law
Railroad Law
Real Property Actions & Proceedings Law
Real Property Law
Religious Corporations Law
State Technology Law
Transportation Law
Transportation Corporations Law
Uniform Commercial Code
Workers' Compensation Law

I consider just two of the most obviously of interest to our survey: *The General Obligations Law* and *The General Business Law.*

The *General Obligations Law* consists of thirteen articles. Each of these articles consists of from one to a dozen titles. Each title has from one to two dozen sections. As a scope note to one compilation puts it, the General Obligations Law covers "the creation, definition, enforcement, transfer, modification, discharge and revival of various civil obligations." The careful contracts lawyer had better take a look. The names of most of

the Articles suggest possible importance for at least some, non-special contracts. These include:

NEW YORK GENERAL OBLIGATIONS LAW
Art 1 Short Title; Construction; Applicability Of Certain Sections
Art 3 Capacity: Effect of Status or of Certain Relationships or Occupations upon the Creation, Definition or Enforcement of Obligations
Art 5 Creation, Definition and Enforcement of Contractual Obligations
Art 7 Obligations Relating to Property Received as Security
Art 9 Obligations of Care
Art 11 Obligations to Make Compensation or Restitution
Art 12 Drug Dealer Liability Act
Art 13 Transfer of Obligations and Rights
Art 15 Modification and Discharge of Obligations; and
Art 17 Title 1 Obligations Barred by Statutes of Limitation
Art 18 Safety in Skiing Code
Art 18A Specifications of Liability for Employers and Employees
Art 19 Law Repealed; Effective Date

No less of apparent interest to a contracts lawyer is *The General Business Law*. Here is the complete list of its articles:

NEW YORK STATE GENERAL BUSINESS LAW
Art 1 (1) short title
Art 2 (2 - 17) sabbath
Art 3 (21 - 28) auctions & auctioneers
Art 4 (32 - 35-a) peddlers
Art 4-a (37 - 39) itinerant vendors
Art 5 (40 - 55) collateral loan brokers
Art 5-a (56) commercial installment sales
Art 6 (60 - 64) junk dealers
Art 6-a (69) convict made goods
Art 6-b (69-a - 69-d) sale of goods produced with child labor
Art 6-c (69-e - 69-h) scrap processors
Art 6-d (69-l - 69-z) business of installing security or fire alarm systems
Art 7 (70 - 89-a) private investigators, bail enforcement agents & watch, guard & patrol agencies
Art 7-a (89-e - 89-w) security guard act
Art 8 (89-t - 89-v) process servers
Art 8-a (89-bb - 89-ll) process servers & process serving agencies in cities having a population of one million or more
Art 8-b (89-aaa - 89-nnn) licensing of armored car carriers
Art 8-c (89-ooo - 89-zzz) training & registration of armored car guards
Art 9 (90 - 111) bills of lading, warehouse receipts, other receipts & vouchers

Art 9-a (115 - 127) passage tickets
Art 9-b (130 - 143) use of names & symbols
Art 9-c (146 - 149) cyber piracy protections; domain names
Art 10 (150) shooting ranges
Art 10-a (155 - 159-a) truth in travel act
Art 10-b (160 - 166) transmission of money to foreign countries.
Art 11 (170 - 194) employment agencies.
Art 11-a (198-a - 199) motor vehicle manufacturers
Art 11-b (199-a - 199-n) franchises for the sale of motor fuels
Art 12 (200 - 209-g) hotels & boarding houses
Art 12-b (217 - 218-aa) mercantile establishments
Art 13 (229-a - 229-j) silver, gold & diamonds
Art 13-a (230 - 238) platinum stamping
Art 13-b (239 - 239-c) appraisers of jewelry, works of art, watches & objects made from or containing precious stones or metals
Art 14 (240 - 251-c) aircraft
Art 15 (252 - 255) specious cash sales
Art 16 (260 - 265) ice
Art 17 (270 - 274) milk cans
Art 17-a (275 - 279-i) filing of names, marks & devices used on certain vessels, receptacles & utensils
Art 18 (280 - 287) freight & baggage
Art 19 (300 - 308) oil & distilled spirits
Art 20 (320 - 323) gas
Art 20-a (324 - 327) petroleum well casings & pipes
Art 21 (330 - 337) publications
Art 21-a (339 - 339-f) fraudulent transactions in securities
Art 22 (340 - 347) monopolies
Art 22-a (349 - 350-f-1) consumer protection from deceptive acts & practices
Art 22-b (350-g - 350-i) water treatment units
Art 23 (351 - 351-e) bucket shops
Art 23-a (352 - 359-h) fraudulent practices in respect to stocks, bonds & other securities
Art 23-b (359-i - 359-l) transactions with or by fiduciaries
Art 24 (360 - 360-r) trademarks
Art 24-a (369-a - 369-eee) fair trade law
Art 24-c (371 - 373) tax preparers
Art 25 (380 - 380-u) fair credit reporting act
Art 25-a (383 - 389-c) Arts of bedding
Art 25-b (389-m - 389-r) use of safety glazing materials
Art 26 (390 - 399-zzz) miscellaneous
Art 27 (400 - 417) licensing of nail specialty, natural hair styling, esthetics & cosmetology
Art 27-a (418 - 429) licensing of coin processors
Art 28 (430 - 447) practice of barbering

Art 28-a (450 - 454) cemetery property & funeral services
Art 28-b (455 - 457) budget planning
Art 28-bb (458-a - 458-k) credit services business
Art 28-c (460-a - 460-j) immigrant assistance services
Art 28-d (480 - 486) lasers, radiation, crane operators & blasters
Art 28-e (490 - 490-h) children's product safety & recall effectiveness act of 2008
Art 29 (500 - 509) manufacture, sale & introduction or movement in commerce of flammable wearing apparel, fabrics, related material & interior furnishing prohibited
Art 29-a (511 - 520-c) unauthorized or improper use of credit cards & debit cards
Art 29-aaa - (521 - 521-f) credit card registration services
Art 29-b (523 - 526) prohibited credit card practices involving providers of travel services
Art 29-c (532 - 537) radio & television tubes
Art 29-cc (538 - 538-b) modem hijacking deterrence act
Art 29-d (550 - 554) notes given for patent rights & for a speculative consideration
Art 29-e (570 - 579) trading stamps
Art 29-f (580 - 596) going out of business sales
Art 29-g (597 - 598) receipts for personal property
Art 29-gg (599 - 599-e) sale of traffic control devices
Art 29-h (600 - 603) debt collection procedures
Art 29-hh (604 - 604-b) debt collection procedures related to identity theft
Art 29-i (605 - 610) the storage of household goods
Art 29-j (611 - 612) film ratings labeling
Art 29-k (616 - 619) motor vehicle parts warranty
Art 30 (620 - 631) health club services
Art 30-a (640) home-use medical diagnostic device marketing practices
Art 31 (650 - 660) membership campgrounds
Art 32 (670 - 675) video consumer privacy act
Art 32* (670*2) wheelchair warranties
Art 33 (680 - 695) franchises
Art 33-a (696-a - 696-i) dealer agreements for the sale of farm equipment
Art 33-b (697 - 697-d) express consumer warranty on farm equipment
Art 34 (701 - 707) creditor billing errors
Art 34-a (710 - 716) consumer credit balances
Art 34-b (717 - 719) annual credit interest statements
Art 35 (720 - 724) warranties on mobile homes
Art 35-a (730 - 735) aftermarket rustproofing warranties of new motor vehicles
Art 35-b (736 - 744) automobile broker business
Art 35-c (750 - 750-w) operation of pet cemeteries & pet crematoriums
Art 35-d (751 - 755) sale of dogs & cats
Art 35-e (756 - 758) construction contracts

Art 36 (760 - 767) protection of underground facilities
Art 36-a (770 - 776) home improvement contracts
Art 36-b (777 - 777-b) warranties on sales of new homes
Art 36-c (778 - 778-a) down payments in the purchase & sale of residential real estate
Art 36-d (778-aa) home heating system conversion
Art 37 (779 - 785) deposits on construction of new homes
Art 37-a (788 - 805) registration of hearing aid dispensers
Art 38 (810 - 816) vessel dealer agreements
Art 38-a (820 - 821) sale of outdated over-the-counter drugs
Art 39 (850 - 853) drug-related paraphernalia
Art 39-a (855 - 864) merchants of torah scrolls
Art 39-b (870 - 873) imitation weapons
Art 39-c (880 - 882) imitation hypodermic instruments
Art 39-d (890 - 893) auto equity promoters
Art 39-dd (895 - 897) sale of firearms, rifles or shotguns at gun shows
Art 39-e (899 - 899-p) uniform athlete agents act
Art 39-f (899-aa) notification of unauthorized acquisition of private information
Art 39-g (899-aaa - 899-bbb) document destruction contractors
Art 40 (900 - 901) laws repealed; when to take effect

D. Municipal Laws

No legal search is complete that does not at least touch on municipal legislation. In the United States, today in most states, and much more than in earlier times, municipal governments have substantial law-making authority. The states vary in the organization of their municipal governments and the authority those governments have.

I take here as an example the City of New York. It has one of the most extensive of city law books as well as the largest of city populations—more than 8 million—so it is something of an extreme example. On the other hand, the city's size and importance mean that compliance with the city's laws, procedures, and officials impact not only many American individuals, but virtually all American businesses, countless foreign businesses, international organizations, foreign governments, their agents and employees, and foreign visitors.

1. New York City Code

Laws of the City of New York are found in the City's Administrative Code. The Code consists of thirty titles, listed below. The City Code is filled out by further mountains of regulations. These are not available in a convenient electronic text. Title 20—consumer affairs—is particularly robust.

NEW YORK CITY CODE ADMINISTRATIVE CODE—Selected Titles
Title 1 General provisions
Title 6 Contracts, purchases & franchises
Title 7 Legal affairs
Title 8 Civil rights
Title 9 Criminal justice
Title 10 Public safety
Title 11 Taxation & finance
Title 16 Sanitation
Title 16-a [enacted without heading]
Title 17 Health
Title 18 Parks
Title 19 Transportation
Title 20 Consumer affairs
Title 20-a [enacted without heading]
Title 21 Social services
Title 22 Economic affairs
Title 23 Communications
Title 24 Environmental protection & utilities
Title 25 Land use
Title 26 Housing & buildings
Title 27 Construction & maintenance
Title 28 New York City construction codes
Title 29 New York City fire code
Title 30 Emergency management